

**IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND**

DISCOVERY TALENT SERVICES, LLC )  
 One Discovery Place )  
 Silver Spring, Maryland 20910 )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JONATHAN K. GOSSELIN )  
 298 Heffner Road )  
 Wernersville, Pennsylvania 19565 )  
 )  
 and )  
 )  
 JKIG INC., )  
 860 Via de la Paz )  
 Pacific Palisades, CA 90272 )  
 )  
 Defendants. )

Case: 321501  
 NEW CASE  
 CV CLERK FEE- 00.00  
 MD LEGAL SERV 25.00  
 TOTAL 105.00  
 Rec# MD02 Rec# # 18620  
 LEK NCM BR # 752  
 Oct 16, 2009 09:00 am

**COMPLAINT**

2009 OCT 16 AM 9:06

FILED  
 LORETTA E. KNIGHT  
 CLERK OF THE  
 MONTGOMERY CO. MD.

1. This action for breach of contract arises from an agreement between Plaintiff Discovery Talent Services, LLC and Defendants Jonathan K. Gosselin and JKIG Inc. The contract that Defendants have breached relates to the filming, production and distribution of the popular television program "Kate + Eight" (formerly known as "Jon & Kate + Eight"). Plaintiff seeks monetary and equitable remedies.

**PARTIES, JURISDICTION, AND VENUE**

2. Plaintiff Discovery Talent Services, LLC is an indirect, wholly owned subsidiary of Discovery Communications, LLC, with its principal place of business in Silver Spring, Maryland. Plaintiff functions to secure the services of

individuals who appear in programming aired on networks operated by Discovery Communications, L.L.C., including TLC, a cable television programming service that is available in more than 90 million homes across the country.

3. Defendant Gosselin, an individual over the age of 18, resides in Wernersville, Pennsylvania and New York, New York.

4. Defendant JKIG Inc. ("JKIG") is a privately held "loan-out" corporation through which Defendant Gosselin is paid for the contractual commitments he has made to Plaintiff. Upon information and belief, Defendant Gosselin is a principal and director of JKIG.

5. "Jon & Kate + Eight" first aired in April 2007. On April 29, 2008, after extensive negotiations between Plaintiff and representatives for Defendant and his wife, Kate Gosselin, on behalf of themselves and their eight children, the parties executed a new contract relating to the production of the program. On four occasions since then, this contract has been amended in writings executed by all parties. The most recent of those amendments included a provision by which JKIG became a party to the contract. Collectively the April 2008 agreement and these amendments are referred to herein as the "Agreement."

6. Plaintiff's headquarters are in Silver Spring, and the Agreement designates Maryland law as controlling. The Agreement also includes a provision where the parties stipulated to "exclusive personal jurisdiction" in Maryland. Accordingly, this Court has subject matter jurisdiction pursuant to Md. Code Ann., Courts & Judicial Proceedings, § 1-501, and personal jurisdiction. The same provision of the Agreement

stipulates that venue is appropriate in Montgomery County. Accordingly, venue is proper in this Court.

### **FACTS**

7. Mr. and Mrs. Gosselin were married in June 1999. Their first two children—twin girls—were born in October 2000. Then, in May 2004, they had sextuplets—three boys and three girls.

8. In May 2006, the Gosselins' unique personal story was the subject of a one-hour documentary on the Discovery Health Channel ("DHC"), a programming service affiliated with TLC, called "Surviving Sextuplets and Twins." A follow-up documentary, "Sextuplets and Twins: One Year Later," aired in January 2007. These documentaries heightened public interest in the Gosselin family.

9. In the summer of 2006, DHC approached Mr. and Mrs. Gosselin about creating a non-fiction television program documenting the family's daily life. Mr. and Mrs. Gosselin agreed and, on October 4, 2006, signed a contract for multiple episodes and the possibility of multiple seasons of the program. The first episode of the program, titled "Jon & Kate + Eight," aired on DHC in April 2007.

10. DHC exercised its option to produce a second season of "Jon & Kate + Eight." In the summer of 2007, Mr. and Mrs. Gosselin retained counsel, who assisted them in negotiating new terms, including an increased per-episode fee for the family's appearances. The second season of "Jon & Kate + Eight" aired from October 2007 through December 2007 and included twelve episodes. In January 2008, a third

season of the program, consisting of thirty episodes, began airing on an affiliated programming service, TLC.

11. Through the mutual efforts of the Gosselins and TLC, by the end of the third season “Jon & Kate + Eight” had become one of the most popular programs on the cable network. Both TLC and the Gosselins recognized the value in continuing its production. Accordingly, in early 2008 the parties started negotiating new contract terms for filming and production of a fourth season. During these negotiations the Gosselins were represented by both their manager and their lawyer. Final terms—the result of significant compromises by both sides—were reflected in a contract dated April 29, 2008 and executed by Defendant Gosselin and his wife individually and on behalf of their children.

12. In recognition of the program’s continued and increasing success, the April 2008 Agreement substantially increased the per-episode and other compensation received by the Gosselin family. The Agreement also included provisions designed and intended to give Plaintiff the ability to manage the publicity, marketing and distribution of the program. Among the protections Plaintiff requested and Defendant Gosselin agreed to provide were the following:

- Defendant Gosselin agreed to provide his and his family’s services in taping and promoting the program in and around the family home, and to provide those services *exclusively* to Plaintiff;
- If Defendant Gosselin failed to conduct himself in an appropriate manner, Plaintiff was entitled to terminate the contract entirely, or

individually as to him. Inappropriate conduct included acts of dishonesty or public intoxication, or other conduct that offended “social conventions or public morals or decency” or that brought the family or TLC “into public disrepute, contempt, scandal or ridicule”;

- Defendant Gosselin promised to maintain the confidentiality of any business or operational information he learned during the course of the program, and agreed that he would not issue press releases or make public statements about the program, TLC, or other parties involved with the program (including his own family members) without Plaintiff’s prior written consent;
- Defendant Gosselin agreed that he would not promote or endorse any products or services competitive with those of the program’s major advertisers or sponsors and that, in any event, he would not endorse or promote any products without Plaintiff’s consent.

Under the Agreement, Plaintiff retains exclusive editorial discretion over the program, including determining which family members would appear, how the program would be marketed, and what the program would be called. Plaintiff also secured the right to renew the program for three additional seasons (with the family’s compensation increasing each season).

13. Recognizing the unique, valuable nature of the asset they had created, the parties also stipulated that any breach or threatened breach of the contract by any of the Gosselins would be grounds for Plaintiff to seek an injunction or restraining

order. The contract further provides that Plaintiff would be indemnified for its legal fees and other expenses in an action to remedy any breach of the contract, including by allowing payments owed to the family under the contract to be withheld or offset in an amount needed to cover these indemnity obligations.

14. These contractual terms were designed to and did benefit both parties. Defendant Gosselin and his family were well compensated—monetarily and through the intangible benefits of otherwise unavailable opportunities—and Plaintiff received the exclusive right to produce, televise, promote, and publicize the program.

15. The popularity and success of the program grew during its fourth season, which began airing on TLC in June 2008 and ran for forty episodes through March 2009. By this point in time, the Gosselins had become recognized public figures and their fortunes continued to improve with even higher visibility, as Plaintiff, in February 2009, exercised its option for a fifth season of “Jon & Kate + Eight.”

16. Around this same time, problems surfaced within the Gosselins’ marriage. In the spring of 2009, photographs of and stories about Defendant Gosselin at bars and nightclubs, apparently intoxicated and in the company of women other than his wife, began appearing regularly in various national and local media outlets and across the internet. Rumors of marital problems began to circulate and became the subject of unprecedented media coverage. On June 22, 2009, Mrs. Gosselin filed for divorce.

17. Recognizing the Gosselins’ difficult personal circumstances, TLC asked both parents to refrain from making public statements about each other, the divorce, or the program, and negotiated an agreed “cooling off” period with respect to

media communications for 45 days, beginning on June 25, 2009. TLC similarly agreed to limit its own press statements to media about the Gosselins and to defer to the statement jointly released by the Gosselins. Defendant Gosselin and Mrs. Gosselin, who were each represented by legal counsel, agreed to this arrangement on June 26, 2009.

18. The Gosselins themselves reached an interim joint custody agreement after the divorce filing, in which each agreed that continuation of “Jon & Kate + Eight” was in the best interest of their children. The parents agreed that they would take turns staying with the children at the family residence and whichever parent was home at a particular time would be authorized to make any decisions related to filming or production. On that basis, Plaintiff and TLC continued to film, produce and promote “Jon & Kate + Eight.”

19. Defendant Gosselin, meanwhile, set about to capitalize on his rising notoriety by selling his services (as defined in the Agreement) to other media, in violation of his contractual exclusivity obligation to Plaintiff. On information and belief, he entered a lucrative arrangement to appear regularly on “Entertainment Tonight” and its companion show, “The Insider,” to discuss his family and the problems he was having with Mrs. Gosselin, and he routinely sold photographic rights to various media outlets. Defendant also accepted payments to endorse products and services, including, for example, a paid August 29 appearance as “host” of a pool party at Wet Republic at the MGM Grand Hotel in Las Vegas, Nevada.

20. In a further effort to enhance his public profile and create opportunities to sell his appearances and endorsements in violation of the Agreement,

Defendant routinely disregarded his contractual promise not to “issue any press releases nor make any other statements” about the program without Plaintiff’s written consent. Where appropriate under the circumstances, Plaintiff consented to Defendant Gosselin’s broadcast news television appearances or magazine interviews. The overwhelming majority of Defendant Gosselin’s media appearances and statements, however, were not approved by Plaintiff. Indeed, Plaintiff has repeatedly objected in writing to Defendant Gosselin’s conduct on the grounds that it violates the exclusivity and confidentiality provisions of the Agreement.

21. On September 18, 2009, TLC requested that Defendant Gosselin appear for filming on September 24th and asked that by 5 p.m. on September 22nd, he or his representative confirm his intention to appear. That deadline passed without a response from Defendant Gosselin or his representatives. TLC did not film on September 24, 2009.

22. In light of Defendant Gosselin’s erratic public behavior, unprofessional conduct and serial disregard for his contractual obligations, among other things, on September 29, 2009 TLC exercised its editorial discretion under the Agreement and announced that the program would be re-launched in November 2009 as “Kate + Eight.” TLC made this announcement after an unsuccessful attempt to discuss the matter with Defendant Gosselin. TLC explained that Defendant Gosselin would continue to appear on the program, continue to receive compensation, and would remain under contract, but that the program’s primary focus going forward would be on Mrs. Gosselin’s role as a single mother.

23. Later that same day, Defendant Gosselin's attorney contacted Plaintiff to request Defendant Gosselin's release from the exclusivity provisions of the Agreement, which would permit Defendant Gosselin to continue to collect compensation from Plaintiff while also earning substantial sums from his appearances elsewhere. Defendant Gosselin's counsel stated that if this release was not forthcoming within one hour's time, Defendant Gosselin would reverse his often repeated public comments to the contrary and publicly object to further filming of the program on the grounds that it is purportedly detrimental to his children. When Plaintiff declined to provide the release, Defendant Gosselin followed through on his threat and thereafter notified TLC that he would attempt to bar TLC's further access to the family property and further filming of his children. This was the first time in nearly five years that Defendant Gosselin articulated to TLC that filming the program was detrimental and should be stopped.

24. Defendant Gosselin, individually and through his attorney, has continued to breach the Agreement by making unauthorized public and press statements about the program and the parties, including disclosing confidential information and making false and disparaging statements about TLC and Mrs. Gosselin. Furthermore, on information and belief, Plaintiff has continued to make unauthorized paid public appearances to endorse or sponsor products or services unconnected to the program.

25. TLC had already filmed several episodes of "Jon & Kate + Eight" prior to Defendant Gosselin's demand that further filming of his children cease. Since then, however, TLC has honored Defendant Gosselin's request that his children not be

filmed for the program. Presently TLC's plans to re-launch the program as "Kate + Eight" have been suspended indefinitely.

**COUNT I**  
**Breach of Contract**

26. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 25 as if fully set forth herein.

27. Defendants are bound by the terms of the April 28, 2008 Agreement.

28. Plaintiff has fully performed its contractual obligations.

29. As set forth herein, Defendant Gosselin has committed numerous breaches of the Agreement's exclusivity provision and its prohibition on unauthorized appearances, public statements, press releases and the disclosure of confidential information about the program or TLC.

30. Defendant Gosselin has failed to render services and has interfered with the provision of services in violation of the Agreement.

31. Defendant Gosselin has made promotional appearances and product endorsements in violation of the Agreement's exclusive promotions provision.

32. Defendant Gosselin has been unjustly enriched by earning sums for activities he has engaged in contrary to the express terms of the Agreement.

33. Plaintiff has suffered significant economic damages, in excess of \$30,000, as a result of these breaches.

34. Defendants expressly consented in the Agreement to the imposition of injunctive relief in the event of any breach or threatened breach of its terms.

Unless Defendant Gosselin is enjoined from breaching the exclusivity, publicity, and non-endorsement clauses of his contract, Plaintiff will suffer further injury.

**PRAYER FOR RELIEF**

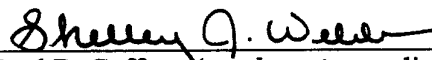
WHEREFORE, Plaintiff respectfully prays that this Court:

1. Order Defendants to pay compensatory damages, in an amount to be determined at trial;
2. Order Defendant Gosselin to disgorge any amounts he accumulated through and as a result of his breaches of the Agreement;
3. Order Defendants to pay Plaintiff's attorneys' fees, pursuant to the contractual obligation to do so; and
4. Enjoin Defendants from engaging in any present or future activities that violate the terms of the Agreement.

Respectfully submitted,

DISCOVERY TALENT SERVICES, LLC,

By its attorneys,



Paul B. Gaffney (*pro hac vice* application pending)

Shelley J. Webb

Sarah F. Teich (*pro hac vice* application pending)

WILLIAMS & CONNOLLY LLP

725 Twelfth Street N.W.

Washington DC 20005

(202) 434-5000

October 16, 2009